

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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**In re:** : **Chapter 11**  
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**LEHMAN BROTHERS HOLDINGS INC., et al.,** : **Case No. 08 – 13555 (JMP)**  
:  
**Debtors.** : **(Jointly Administered)**  
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**TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a).  
Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of  
the transfer, other than for security, of the claim referenced in this evidence and notice.

Halcyon Loan Trading Fund LLC  
Name of Transferee

Barclays Bank PLC  
Name of Transferor

Name and Address where notices to Transferee  
should be sent:

Name and Address of Transferor:

Halcyon Loan Trading Fund LLC  
c/o Halcyon Asset Management LP  
477 Madison Avenue – 8<sup>th</sup> Floor  
New York, NY 10022  
Attn: Matt Seltzer

Mr. Scott Barnett  
5 The North Colonnade  
Canary Wharf, London E14 4BB  
United Kingdom

Phone: (212) 303-9487  
Fax: (212) 303-8299  
Email: mseltzer@halcyonllc.com  
Last Four Digits of Acct #: N/A

Phone: +44 (0) 207 773 3914  
Fax: +44 (0) 207-773 4893  
Email: Scott.Barnett@barclayscapital.com  
Last Four Digits of Acct. #: N/A

Name and Address where transferee payments  
should be sent (if different from above):  
Same as above

Court Claim # (if known): 67244<sup>1</sup>  
Amount of Claim: \$4,034,008.84  
Date Claim Filed: December 6, 2010<sup>2</sup>

Phone: Same as above  
Last Four Digits of Acct #: Same as above

<sup>1</sup> A copy of Claim No. 67244 is attached hereto as Exhibit A.

<sup>2</sup> Claim No. 67244 amends Claim No. 15657, which was filed on September 17, 2009.

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: Solomon Noh Date: 12/12/11  
Solomon Noh  
Shearman & Sterling LLP  
Counsel for Halcyon Loan Trading Fund LLC

*Penalty for making a false statement:* Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

**EXHIBIT A**

**Claim No. 67244**

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al. Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000067244	
Name of Debtor Against Which Claim is Held Lehman Brothers Commodity Services, Inc.	Case No. of Debtor 08-13885 (JMP)		
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)  ELECTRABEL NV/SA Attn: Julien Pochet Chief Legal Officer Trading & Portfolio Management (Electrabel SA) 8 Boulevard Du Regent, B-1000 Brussels Belgium  NOTICE ADDRESS: Troutman Sanders LLP The Chrysler Building 405 Lexington Avenue, 7th Floor New York, NY 10174 Attn: Hollace T. Cohen, Esq. Tel: (212) 704-8000 Email: hollace.cohen@troutmansanders.com		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.	Court Claim Number: 15657 (If known) Filed on: 9/17/09
Telephone number: 32 2 510 7088 Email Address: Julien.Pochet@electrabel.com			
Name and address where payment should be sent (if different from above)  JULIEN POUCHET CHIEF LEGAL OFFICER TRADING & PORTFOLIO MANAGEMENT (ELECTRABEL SA) 8 BOULEVARD DU REGENT, B-1000 BRUSSELS  Telephone number: 32 2 510 7088 Email Address: Julien.Pochet@electrabel.com		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
1. Amount of Claim as of Date Case Filed: \$ 4,034,008.84 If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete Item 5. If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9), complete Item 6. <input checked="" type="checkbox"/> Check this box if all or part of your claim is based on a Derivative Contract.* <input type="checkbox"/> Check this box if all or part of your claim is based on a Guarantee.* *IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO <a href="http://www.lehman-claims.com">http://www.lehman-claims.com</a> AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on <a href="http://www.lehman-claims.com">http://www.lehman-claims.com</a> if claim is based on a Derivative Contract or Guarantee.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)( ).  Amount entitled to priority: \$	
2. Basis for Claim: Terminated Derivative Contract - EFET General Agreement (See instruction #2 on reverse side.)			
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)			
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate: _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____			
6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9): \$ _____ (See instruction #6 on reverse side.)			
7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____		FOR COURT USE ONLY	
Date: 11/30/10	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  MICHAEL SIRAT, Manager TPM Europe ERIC BOSMAN, General Manager LPM Bank für A-Gesellschaft (see signature below)		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.			

**AMENDED  
ADDENDUM TO DERIVATIVE CONTRACT  
PROOF OF CLAIM OF ELECTRABEL NV/SA (EFET)**

1. Claimant Electrabel NV/SA ("Electrabel") hereby asserts a general unsecured claim ("Claim") against Lehman Brothers Commodity Services, Inc ("LBCS") based on Electrabel's early termination of the EFET form General Agreement Concerning the Delivery and Acceptance of Electricity, dated February 15, 2008 (the "EFET Agreement").<sup>1</sup>

2. Pursuant to a letter, dated September 16, 2008, from Electrabel to LBCS, Electrabel terminated the EFET Agreement, effective as of September 17, 2008. On or about December 22, 2008, Electrabel sent LBCS a notice of termination amount with respect to the early termination of the EFET Agreement (the "December 22<sup>nd</sup> Notice"). The December 22<sup>nd</sup> Notice reflects the amount payable to Electrabel as a result of the early termination of the EFET Agreement to be € 2,922,983 or USD 4,150,635.86 (the "Termination Amount").<sup>2</sup> At the request of LBCS and with their advice of approval by the Official Committee of Unsecured Creditors of Lehman Brothers Holdings Inc., et al. the Termination Amount is hereby corrected and amended to equal USD 4,034,008.84 reflecting the Euro-Dollar exchange rate of 1.3801 on October 3, 2008, the filing date of the LBCS chapter 11 petition.

3. Electrabel specifically reserves its right to amend and supplement this Claim and/or the Questionnaires. Electrabel further reserves its rights to file against LBCS additional proofs of claim and/or questionnaires.

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<sup>1</sup> The EFET Agreement was attached as an exhibit to the Derivative Questionnaire and/or the Guarantee Questionnaire (collectively, the "Questionnaires") filed by Electrabel with respect to this Claim in accordance with the Order of this Court dated July 2, 2009 (the "Bar Date Order").

<sup>2</sup> The Termination Amount had been converted to U.S. Dollars as of September 17, 2008 at the Euro Dollar exchange rate of 1.420. Annexed hereto as Exhibit "A" is a screen print from <http://www.exchange-rates.org/rate/eur/usd/9-17-2008> reflecting the Euro-Dollar exchange rate on September 17, 2008. LBCS maintained that the Euro-Dollar exchange rate of 1.3801 on October 3, 2008, the filing date of the LBCS chapter 11 petition is applicable to the Termination Amount and this Claim is hereby amended to reflect that exchange rate.

4. Neither this proof of claim nor the filing hereof in the Bankruptcy Court shall: (a) prejudice, impair, waive or otherwise affect in any respect the rights of Electrabel to assert, prosecute and enforce any and all claims, causes of action, rights, remedies and interests that Electrabel has or may have, at law or in equity, against LBCS or any third party, and such third party's affiliates, or any other person or entity, all of which claims, causes of action, rights, remedies and interests are hereby reserved, or (b) constitute or be deemed to constitute a consent or submission by Electrabel to the jurisdiction of the Bankruptcy Court with respect to any such claims, causes of action, rights, remedies and interests.

# **EXHIBIT**

## **“A”**





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HARRIET ELLEN COHEN  
212.704.6341 telephone  
harriet.cohen@troutmansanders.com

# TROUTMAN SANDERS

TROUTMAN SANDERS LLP  
Attorneys at Law  
The Chrysler Building  
405 Lexington Avenue  
New York, New York 10174-0700  
212.704.6000 telephone  
212.704.6288 facsimile  
troutmansanders.com

December 6, 2010

**BY HAND**

Epiq  
Attn: Lehman Claims Processing  
757 Third Avenue, 3<sup>rd</sup> Floor  
New York, NY 10017

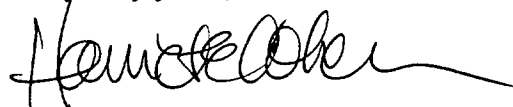
**Re: Amended Claims of Electrabel NV/SA**

Dear Sirs or Madams:

Enclosed please find two (2) amended proofs of claims for filing in the Lehman Brothers Special Financing, Inc. case and two (2) amended proofs of claims for filing in the Lehman Brothers Holdings Inc. case. We would like to direct your attention to the fact that the claims (i) are on paper that is slightly larger than standard 8.5x11 and (ii) are double-sided.

Thank you for your attention to this matter.

Very truly yours,



Harriet Ellen Cohen  
*Paralegal*

HEC

Enclosures

cc: Hollace Cohen, Esq.



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EPIQ BANKRUPTCY  
SOLUTIONS, LLC

ATW  
RECEIVED BY:

DATE

1:40 PM  
TIME



**EXHIBIT B**

**Evidence of Transfer**

**EVIDENCE OF TRANSFER OF CLAIM**

For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Barclays Bank PLC ("Seller") does hereby unconditionally and irrevocably sell, transfer and assign unto Halcyon Loan Trading Fund LLC ("Buyer") all rights, title and interest in and to the claims of Seller referenced as proof of Claim Number 67244 in the principal amount of \$4,034,008.84 plus all interest, fees and other amounts related thereto (the "Claim") against Lehman Brothers Commodity Services Inc. (the "Debtor") whose Chapter 11 bankruptcy case is pending in the United States Bankruptcy Court for the Southern District of New York ( the "Bankruptcy Court") (or any other court with jurisdiction over the bankruptcy proceedings) as In re Lehman Brothers Commodity Services Inc., Case No. 08-13885.

Seller hereby waives any objection to the transfer of the Claim assigned herein (the "Transferred Claim") to Buyer on the books and records of the Debtor and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Seller acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Seller transferring to Buyer the Transferred Claim and recognizing the Buyer as the sole owner and holder of the Transferred Claim. Seller further directs the Debtor, the Bankruptcy Court and all other interested parties that all further notices relating to the Transferred Claim, and all payments or distributions of money or property in respect of the Transferred Claim, shall be delivered or made to the Buyer.

IN WITNESS WHEREOF, the undersigned has duly executed this Transfer of Claim by its duly authorized representative dated the 7<sup>th</sup> day of December, 2011.

SELLER:

BARCLAYS BANK PLC



Name: Daniel Crowley  
Title: Managing Director

BUYER:

HALCYON LOAN TRADING FUND LLC

By: Halcyon Offshore Asset Management  
LLC, its Investment Manager



Name: James V. [unclear]  
Title: Managing Principal



Name: Aaron Goldberg  
Title: Chief Financial Officer